

CITY OF PETAL
MINUTE BOOK 26

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BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON OCTOBER 5, 2006 AT 5:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT

MAYOR CARL SCOTT

ALDERMEN

DAVID CLAYTON
KAY FAIRLEY
JAMES MOORE
LIESA WEAVER

OTHERS PRESENT

JIMMY DALE ODOM
TOMMYE CORLEY
DARRIN CARROLL
SHANE PICKETT
DEBORAH REYNOLDS

THE MAYOR DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

THEREUPON, JIMMY DALE ODOM ADDRESSED THE MAYOR AND BOARD OF ALDERMEN ABOUT THE PROPERTY LOCATED AT 989 HWY 11. MR ODOM ASKED THE BOARD TO GIVE HIM A YEAR TO GET EVERYTHING CLEANED UP AND MOVED FROM THE PROPERTY.

SEE EXHIBIT "A"

RESOLUTION
MEMORANDUM OF AGREEMENT

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO HAVE A WRITTEN AGREEMENT FOR A ONE (1) YEAR EXTENSION WITH REVIEW INTERVALS AT NINETY (90) DAY PERIODS, AT WHICH TIME IF IT IS ASCERTAINED THAT SUBSTANTIAL PERFORMANCE IN REMEDIATING THE PROPERTY IS NOT COMPLETE, THIS AGREEMENT CAN BE IMMEDIATELY REVOKED. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO HIRE JASON WILSON IN THE FIRE DEPARTMENT.

ORDER

THEREUPON, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A FIREFIGHTER IN THE FIRE DEPARTMENT, UPON THE RECOMMENDATION OF FIRE CHIEF RICHARD BRYANT.

IT IS HEREBY ORDERED THAT JASON WILSON BE HIRED IN THE FIRE DEPARTMENT AS A PROBATIONARY FIREFIGHTER AT A RATE OF 19,604.00 ANNUALLY EFFECTIVE OCTOBER 18,

2006.

SO ORDERED ON THIS THE 5TH DAY OF OCTOBER, 2006.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO HIRE ADAM JAMES IN THE FIRE DEPARTMENT.

ORDER

THEREUPON, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A FIREFIGHTER IN THE FIRE DEPARTMENT, UPON THE RECOMMENDATION OF FIRE CHIEF RICHARD BRYANT.

IT IS HEREBY ORDERED THAT ADAM JAMES BE HIRED IN THE FIRE DEPARTMENT AS A PROBATIONARY FIREFIGHTER AT A RATE OF 19,604.00 ANNUALLY EFFECTIVE OCTOBER 18,

2006.

SO ORDERED ON THIS THE 5TH DAY OF OCTOBER, 2006.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO HIRE TIMOTHY DYE IN THE FIRE DEPARTMENT.

ORDER

THEREUPON, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A FIREFIGHTER IN THE FIRE DEPARTMENT, UPON THE RECOMMENDATION OF FIRE CHIEF RICHARD BRYANT.

IT IS HEREBY ORDERED THAT TIMOTHY DYE BE HIRED IN THE FIRE DEPARTMENT AS A PROBATIONARY FIREFIGHTER AT A RATE OF 19,604.00 ANNUALLY EFFECTIVE OCTOBER 18,

2006.

SO ORDERED ON THIS THE 5TH DAY OF OCTOBER, 2006.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO HIRE DAVID LAWRENCE IN THE FIRE DEPARTMENT.

ORDER

THEREUPON, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A FIREFIGHTER IN THE FIRE DEPARTMENT, UPON THE RECOMMENDATION OF FIRE CHIEF RICHARD BRYANT.

IT IS HEREBY ORDERED THAT DAVID LAWRENCE BE HIRED IN THE FIRE DEPARTMENT AS 2ND CLASS FIREFIGHTER AT A RATE OF 26,200.00 ANNUALLY EFFECTIVE OCTOBER 18,

2006.

SO ORDERED ON THIS THE 5TH DAY OF OCTOBER, 2006.

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THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE FOREGOING ORDER.
ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO HIRE MITCHELL CLARK IN THE FIRE
DEPARTMENT.

ORDER

THEREUPON, THE MAYOR AND BOARD
OF ALDERMEN OF THE CITY OF PETAL,
MISSISSIPPI DO HEREBY DEEM IT NECESSARY
TO HIRE A FIREFIGHTER IN THE FIRE
DEPARTMENT, UPON THE RECOMMENDATION
OF FIRE CHIEF RICHARD BRYANT.

IT IS HEREBY ORDERED THAT MITCHELL
CLARK BE HIRED IN THE FIRE DEPARTMENT
AS A PROBATIONARY FIREFIGHTER AT A RATE
OF 19,604.00 ANNUALLY EFFECTIVE OCTOBER 18,

2006.

SO ORDERED ON THIS THE 5TH DAY OF
OCTOBER, 2006.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE FOREGOING ORDER.
ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING RESOLUTION FOR THE POLICE
DEPARTMENT.

SEE EXHIBIT "B"

RESOLUTION

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING
RESOLUTION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE MEMORANDUM OF
UNDERSTANDING FOR THE SATETEA-LU BICYCLE PATH CONGRESSIONAL EARMARK PROJECT.

SEE EXHIBIT "C"

MEMORANDUM OF UNDERSTANDING
BICYCLE PATH

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE MAYOR TO
EXECUTE THE MEMORANDUM OF UNDERSTANDING FOR THE BICYCLE PATH. ALDERMAN
CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

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ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE MEMORANDUM OF UNDERSTANDING FOR THE SATETEA-LU BYRD PARKWAY EXTENSION CONGRESSIONAL EARMARK PROJECT.

SEE EXHIBIT "D"

MEMORANDUM OF UNDERSTANDING
BYRD PARKWAY EXTENSION

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING FOR THE BYRD PARKWAY EXTENSION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REQUESTED FOR AN EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO CLEAR THE ROOM IN ORDER TO DETERMINE IF AN EXECUTIVE SESSION IS NEEDED. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REOPENED THE MEETING.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

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WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM DEBORAH REYNOLDS, CIVIC CENTER FACILITATOR, TO INCREASE THE CONTRACT WITH THE CHAMBER OF COMMERCE TO \$9.00 PER HOUR FOR SHIRLEY DRAUGHN.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ACCEPT THE CONTRACT FROM THE CHAMBER OF COMMERCE AS PRESENTED BY DEBORAH REYNOLDS, CIVIC CENTER FACILITATOR, TO INCREASE THE PAY OF SHIRLEY DRAUGHN TO \$9.00 PER HOUR EFFECTIVE NOVEMBER 1, 2006. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADJOURN. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES FAIRLEY
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

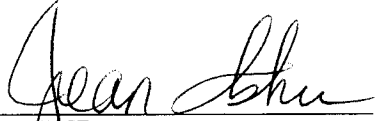
THEREBEING NO FURTHER BUSINESS, THE REGULAR RECESSED MEETING OF OCTOBER 3, 2006 WAS ADJOURNED ON THIS THE 5TH DAY OF OCTOBER, 2006.



CARL SCOTT
MAYOR

(SEAL)

ATTEST:



JEAN ISHÉE
CITY CLERK

MEMORANDUM OF AGREEMENT

CITY OF PETAL
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FOR AND IN CONSIDERATION of the mutual promises and agreements hereinafter set forth, the parties, JIMMIE DALE ODOM, as property owner, and the CITY OF PETAL, a Municipal Corporation, do stipulate and agree as follows to wit:

EXHIBIT "A"

1.

That pursuant to due and proper notice and hearing conducted pursuant to §21-19-11 of the Mississippi Code of 1972, as amended, the Mayor and Board of Aldermen of the City of Petal, Mississippi, did adopt that certain Resolution on October 5, 2006, finding property owned by Jimmie Dale Odom and located at 989 Highway 11 in Petal, Mississippi, to be in such a state of disrepair, as to be a menace to the public health and safety of the community.

2.

That Mr. Odom has requested and the Mayor and Board of Aldermen of the City of Petal have agreed, to give Mr. Odom one (1) calendar year from October 1, 2006, until September 30, 2007, to remove from the premises, 989 Highway 11, all automobiles currently being maintained by Jimmie Dale Odom as salvage at said location.

3.

That in exchange and by agreement of the parties, the time extended by the City of Petal, a Municipal Corporation, for the performing of said work, requires the following stipulations:

- a.) that owner, Jimmie Dale Odom, will remove from the premises, 989 Highway 11, Petal, Mississippi, during each quarter of each year, a minimum of 100 vehicles;
- b.) that at the end of each quarter, the building department of the City of Petal will conduct an inventory of vehicles on the premises of 989 Highway 11, Petal,

Mississippi, to determine whether or not in fact, at least 100 vehicles have been removed during the preceding quarter (i.e., three (3) months);

in the event that owner, Jimmie Dale Odom, has failed to remove at least 100 vehicles from the premises located at 989 Highway 11, Petal, Mississippi, during a calendar quarter of the year, then the forbearance of the City of Petal, to grant Mr. Odom a period of one (1) year to remove vehicles from said premises will be null and void, otherwise, said extension to remain in full force and effect;

That a true and correct copy of said Resolution and §21-19-11 of the Mississippi Code of 1972 are attached to this Memorandum Agreement as Exhibit "A", and made a part hereof as fully and completely as if copied and set forth in words and figures at length herein.

WITNESS THE SIGNATURE of the parties to this Memorandum Agreement on this, the ____ day of October, A.D., 2006 in duplicate originals.

Jimmie Dale Odom
JIMMIE DALE ODOM,
Property Owner

City of Petal
By: *Carl Scott*
CARL SCOTT, Mayor

ATTEST
Jean Hoge
Jean Hoge,
City Clerk

EXHIBIT "B"

(To be completed and attached
to SCHEDULE D, "Agreement of
Understanding and Compliant.")

WHEREAS, the MAYOR AND BOARD OF ALDERMEN herein called the "Applicant" has
(Governing Body of Unit of Government) 07-TA-321-1
thoroughly considered the problem addressed in the application entitled DUI ENFORCEMENT/ and
has reviewed the project described in the application; and NETWORK PROGRAM COORDINATOR

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized
the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist
local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN
(Governing Body of Unit of Government)
IN OPEN MEETING ASSEMBLED IN THE CITY OF PETAL,
MISSISSIPPI, THIS 5TH DAY OF OCTOBER, 2006, AS FOLLOWS:

1. That the project above is in the best interest of the Applicant and the general public.
2. That the CARL SCOTT/ MAYOR be authorized to file, in behalf of the
(Name and Title of Representative)
applicant an application in the form prescribed by the Office of Highway Safety for federal funding
in the amount of \$ 35,000.00 to be made to the Applicant defraying the
(Federal Dollar Request)
cost of the project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or inkind contribution of
\$ -0- as required by the project.
(Local Match Amount)
4. That the Project Director designated in the application form shall furnish or make arrangements for
appropriate persons to furnish such information data, documents and reports pertaining to the project,
if approved, as may be required by the Office of Highway Safety.
5. That certified copies of this resolution be included as part of the application referenced above.
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING. By: Carl Scott
(CHAIRMAN/MAYOR)

Commissioner/Councilman MOORE offered the foregoing resolution and
moved its adoption, which was seconded by Commissioner/Councilman CLAYTON
and, was duly adopted.

Date: October 5, 2006
Attest: City Clerk
By: Jean Shee

SEAL

Construct Bicycle Path
Petal, Mississippi

EXHIBIT "C"

P. O. Box 1850 Jackson, Mississippi 39215-1850 Telephone 601 359 7149 FAX 601 359 7111 www.MDOT.com

September 27, 2006

Honorable Carl Scott
Post Office Box 564
Petal, MS 39465-0564

SUBJECT: SAFETEA-LU Earmark Memorandum of Understanding

Dear Mayor Scott:

Enclosed for your execution is a Memorandum of Understanding (MOU) for the SAFETEA-LU Bicycle Path Congressional Earmark Project. This agreement between the Mississippi Department of Transportation (MDOT) and the City of Petal will allow the city to begin work on this important project using those procedures outlined in the MOU.

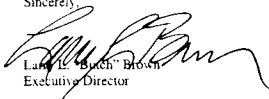
Please note that included in the SAFETEA-LU Bill (P.L. 109-0059) was an earmark in the amount of \$160,000. However, these funds are subject to the normal reductions and obligation limitations making the total actual funding that is available for the earmark at this time approximately \$63,680. It is anticipated that the balance of funds will be allocated over the remaining years of the SAFETEA-LU bill which will expire September 30, 2009.

Upon your review of these documents, please execute all four copies of the enclosed MOU. MDOT will return to you two copies of the MOU upon execution by the Executive Director.

We look forward to working with you to make this a successful and rewarding project for both the city and MDOT.

If you have any questions, please contact Suzanne Gill at telephone number 601 359 7013.

Sincerely,



Larry L. "Butch" Brown
Executive Director

D:\Petal Bike path MOU Transmittal letter.doc

D:\MOU Petal bike path.doc

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and, the **City of Petal**, a Mississippi Municipal Corporation (the "CITY"), effective as of the date of the last execution below.

WHEREAS, the CITY has announced its intentions of constructing a bicycle path in Petal, Mississippi; and

WHEREAS, approximately \$192,000.00 in federal funds has been allocated to the CITY to construct bicycle and trolley path, which may be made available over a period of time and are subject to normal reductions and obligational limitations; and

WHEREAS, the COMMISSION is hereby consenting to allow the CITY to manage the project under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the CITY and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the CITY and the COMMISSION mutually enter into the following Memorandum of understanding for these and any future federal funds that may be allocated to this project:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The CITY, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Follow the procedures set out in the MDOT SOP No. ADM-24-01-00-000 "Professional Consultant Selection" dated March 1, 2001 for any consultant services necessary for this project including, but not limited to services for preliminary engineering, ROW acquisition, and construction engineering.
2. Submit the results of the consultant selection process to the Commission for approval of the selected consultant prior to the hiring of said consultant.
3. Submit all contracts for services or construction to the Commission and the Federal Highway Administration for approval prior to authorizing any work thereunder.

B. THE COMMISSION WILL:

1. Allow the CITY to design and construct the proposed transportation improvements to provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the CITY.
2. Enter into any cooperative agreements or permits necessary to allow the CITY access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the CITY during the design phase of the work with the goal of producing a final design that will be acceptable to the COMMISSION upon completion.
4. Review all plans submitted in a timely manner to allow the work schedule to progress in an orderly fashion.
5. During the progress of the project, assist the CITY in obtaining reimbursements through federal funding. All costs associated with this process and any other involvement by the MDOT staff in this project will be charged as a project cost.

ARTICLE II. GENERAL PROVISIONS

A. Should the CITY fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the CITY agrees that it will bear all costs of completion over and above the funds supplied by the FHWA. The Commission shall have the right to audit all accounts associated with the project, and should there be any overpayment by the Commission to the City, the City agrees to refund any such overpayment within 30 days of written notification. Should the city fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the City on this or any other project, current or future.

B. This Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The City agrees to bear complete and total legal and financial responsibility for any such agreement.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The CITY agrees that it will abide by all such applicable authority.

D:\MOU Petal bike path.doc

D:\MOU Petal bike path.doc

CITY OF PETAL
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EXHIBIT "C"

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the CITY shall indemnify, defend, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission caused solely by the CITY, its agents, employees, contractors, or subcontractors, arising under the performance of this CONTRACT, except that neither the CITY nor any of its agents, employees, contractors or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION, any of its officers, agents, employees, contractors or subcontractors, or any other individual or entity.

ARTICLE VI. MISCELLANEOUS

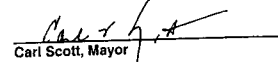
No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

So Agreed this the _____ day of _____, 2006.

CITY OF Petal, MISSISSIPPI


Carl Scott, Mayor

So Agreed this the _____ day of _____, 2006.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Larry L. Brown, Executive Director
Mississippi Department of Transportation

Book _____, Page _____

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

CITY:
Mayor
City of Petal
Post Office Box 564
Petal, MS 39465
Phone: (601) 545-1776
Fax: (601)

For Technical Design Matters:

COMMISSION:
District Engineer - 6th District
MDOT
P.O. Box 551
Hattiesburg, MS 39403
Phone: (601) 544-6511
Fax: (601) 544-0227

CITY:
Streets Department Director
City of Petal
P.O. Box 564
Petal, MS 39465
Phone: (601) 545-1776
Fax: (601)

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the CITY to the COMMISSION is that of an independent contractor, and said CITY, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The CITY will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The CITY executes all directives and orders through its Mayor and City Council. All notices, communications, and correspondence between the COMMISSION and the CITY shall be directed to the designated agents shown above in Article III.



Larry L. "Butch" Brown
Executive Director

CITY OF PETAL
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Construct Byrd Parkway Extension
Petal, Mississippi

EXHIBIT "D"

P. O. Box 1850 Jackson, Mississippi 39215-1850 Telephone: 601-359-7249 FAX: 601-359-7244 www.MDOT.gov

September 27, 2006

Honorable Carl Scott
Post Office Box 564
Petal, MS 39465-0564

SUBJECT: SAFETEA-LU Earmark Memorandum of Understanding

Dear Mayor Scott:

Enclosed for your execution is a Memorandum of Understanding (MOU) for the SAFETEA-LU Byrd Parkway Extension Congressional Earmark Project. This agreement between the Mississippi Department of Transportation (MDOT) and the City of Petal will allow the city to begin work on this important project using those procedures outlined in the MOU.

Please note that included in the SAFETEA-LU Bill (P.L. 109-0059) was an earmark in the amount of \$1,440,000. However, these funds are subject to the normal reductions and obligation limitations making the total actual funding that is available for the earmark at this time approximately \$477,600. It is anticipated that the balance of funds will be allocated over the remaining years of the SAFETEA-LU bill which will expire September 30, 2009.

Upon your review of these documents, please execute all four copies of the enclosed MOU. MDOT will return to you two copies of the MOU upon execution by the Executive Director.

We look forward to working with you to make this a successful and rewarding project for both the city and MDOT.

If you have any questions, please contact Suzanne Gill at telephone number 601-359-7013.

Sincerely,

Larry L. "Butch" Brown
Executive Director

D:\MOU Petal Byrd pmu.dwt

D:\MOU Petal Byrd pmu.dwt

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and, the **City of Petal**, a Mississippi Municipal Corporation (the "CITY"), effective as of the date of the last execution below.

WHEREAS, the CITY has announced its intentions of constructing Byrd Parkway Extension in Petal, Mississippi; and

WHEREAS, approximately \$1,440,000.00 in federal funds has been allocated to the CITY to construct Byrd Parkway Extension, which may be made available over a period of time and are subject to normal reductions and obligational limitations; and

WHEREAS, the COMMISSION is hereby consenting to allow the CITY to manage the project under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the CITY and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the CITY and the COMMISSION mutually enter into the following Memorandum of understanding for these and any future federal funds that may be allocated to this project:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The CITY, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Follow the procedures set out in the MDOT SOP No. ADM-24-01-00-000 "Professional Consultant Selection" dated March 1, 2001 for any consultant services necessary for this project including, but not limited to services for preliminary engineering, ROW acquisition, and construction engineering.
2. Submit the results of the consultant selection process to the Commission for approval of the selected consultant prior to the hiring of said consultant.
3. Submit all contracts for services or construction to the Commission and the Federal Highway Administration for approval prior to authorizing any work thereunder.

B. THE COMMISSION WILL:

1. Allow the CITY to design and construct the proposed transportation improvements to provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the CITY.
2. Enter into any cooperative agreements or permits necessary to allow the CITY access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the CITY during the design phase of the work with the goal of producing a final design that will be acceptable to the COMMISSION upon completion.
4. Review all plans submitted in a timely manner to allow the work schedule to progress in an orderly fashion.
5. During the progress of the project, assist the CITY in obtaining reimbursements through federal funding. All costs associated with this process and any other involvement by the MDOT staff in this project will be charged as a project cost.

ARTICLE II. GENERAL PROVISIONS

A. Should the CITY fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the CITY agrees that it will bear all costs of completion over and above the funds supplied by the FHWA. The Commission shall have the right to audit all accounts associated with the project, and should there be any overpayment by the Commission to the City, the City agrees to refund any such overpayment within 30 days of written notification. Should the city fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the City on this or any other project, current or future.

B. This Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The City agrees to bear complete and total legal and financial responsibility for any such agreement.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The CITY agrees that it will abide by all such applicable authority.

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CITY OF PETAL
MINUTE BOOK 26

EXHIBIT "D"

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the CITY shall indemnify, defend, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission caused solely by the CITY, its agents, employees, contractors, or subcontractors, arising under the performance of this CONTRACT, except that neither the CITY nor any of its agents, employees, contractors or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION, any of its officers, agents, employees, contractors or subcontractors, or any other individual or entity.

ARTICLE VI. MISCELLANEOUS

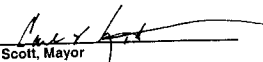
No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

So Agreed this the _____ day of _____, 2006.

CITY OF Petal, MISSISSIPPI


Carl Scott, Mayor

So Agreed this the _____ day of _____, 2006.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Larry L. Brown, Executive Director
Mississippi Department of Transportation

Book _____, Page _____.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

CITY:
Mayor
City of Petal
Post Office Box 564
Petal, MS 39465
Phone: (601) 545-1776
Fax: (601)

For Technical Design Matters:

COMMISSION:
District Engineer - 6th District
MDOT
P.O. Box 551
Hattiesburg, MS 39403
Phone: (601) 544-6511
Fax: (601) 544-0227

CITY:
Streets Department Director
City of Petal
P.O. Box 564
Petal, MS 39465
Phone: (601) 545-1776
Fax: (601)

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the CITY to the COMMISSION is that of an independent contractor, and said CITY, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The CITY will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The CITY executes all directives and orders through its Mayor and City Council. All notices, communications, and correspondence between the COMMISSION and the CITY shall be directed to the designated agents shown above in Article III.

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